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**IN THE UNITED STATES DISTRICT COURT**

**FOR THE DISTRICT OF OREGON**

WRIGHT SECURITY ENTERPRISES, LLC

Plaintiff,  
v.

JOGAN HEALTH, LLC, a Colorado limited  
liability company,

Defendant.

Case No.

**COMPLAINT**

**JURY TRIAL DEMANDED**

Wright Security Enterprises LLC (“Wright Security”) alleges as follows:

**I. PARTIES, JURISDICTION & VENUE**

1.1 Wright Security is an Oregon limited liability company with headquarters in Salem, Oregon.

1.2 Defendant Jogan Health LLC is a Colorado limited liability company, with headquarters in Englewood, Colorado, licensed to do business within the State of Oregon, and conducting business throughout Oregon.

1.3 This Court has subject matter jurisdiction under 28 U.S.C. § 1332 because there is complete diversity of citizenship between Plaintiff and Defendant in this matter, and as set

forth in greater detail below, the amount in controversy, exclusive of interest and costs, exceeds \$75,000.00.

1.4     Venue is proper under 28 U.S.C. § 1331(b)(2) in that a substantial part of the events or actions giving rise to this action took place in Clackamas and Washington counties.

## **II.     FACTUAL ALLEGATIONS**

2.1     All previous paragraphs are incorporated by reference herein.

2.2     Jogan Health requested Wright Security to provide security services at COVID-19 testing locations in Clackamas and Washington counties, and in several other locations in Oregon. Jogan Health represented to Wright Security that Jogan Health would pay Wright Security for these services rendered.

2.3     On March 1, 2022, Wright Security provided a contract to Jogan Health.

2.4     The contract provided that Wright Security would staff COVID-19 testing locations with security personnel in exchange for Jogan Health compensating Wright Security for these services.

2.5     The contract provided that invoices would be paid within 30 days after receipt of the invoice. Invoices not paid on time would accrue interest at the rate of 10% per annum.

2.6     The contract allows for termination for convenience upon 30 days' written notice. In the event of such termination, Jogan Health was required to pay all fees due and payable through the effective date of the termination.

2.7     After receiving the contract, Jogan Health expressed no objection to its terms and requested no changes.

2.8     After receiving the contract, Jogan Health requested and directed Wright Security to provide security services at several locations.

2.9 In reliance upon Jogan Health's previous representation that it would pay Wright Security for providing security services and Jogan Health's request to Wright Security to provide the services contemplated under the contract, Wright Security staffed several COVID-19 testing locations in Clackamas, Washington, and other counties in accordance with Jogan Health's request and the terms of the contract.

2.10 Wright Security sent numerous invoices to Jogan Health for the services provided.

2.11 Jogan Health paid some invoices, but not others.

2.12 Jogan Health expressed no objection to the invoices not paid.

2.13 Jogan Health expressed no reason for not paying the unpaid invoices.

2.14 On April 26, 2022, Wright Security provided Jogan Health with an itemized list of invoices which remained unpaid. Wright Security requested Jogan Health to pay the unpaid invoices.

2.15 On May 12, 2022, Jogan Health terminated the contract for convenience, effective immediately.

2.16 At the time of its purported termination of the contract, Jogan Health did not pay the unpaid invoices.

2.17 After numerous contacts and requests to be paid, Wright Security has not been paid for the unpaid invoices.

2.18 The unpaid invoices total \$724,788.55.

2.19 The balance of \$724,788.55 is overdue and owing.

### **III. FIRST CAUSE OF ACTION – BREACH OF CONTRACT**

- 3.1 All previous paragraphs are incorporated by reference herein.
- 3.2 Jogan Health and Wright Security entered into a contract, whereby Wright Security was to provide security services at COVID-19 testing locations, and Jogan Health was to pay for such services.
- 3.3 Wright Security fully performed its contract obligations by providing the security services.
- 3.4 Jogan Health has failed to pay for the services it requested and which were rendered by Wright Security.
- 3.5 Jogan Health unilaterally terminated the contract for convenience, effective immediately and without paying the unpaid invoices.
- 3.6 Jogan Health breached the contract.
- 3.7 As a result of Jogan Health's breaches of the contract, Wright Security has suffered damages in an amount to be fully proven at trial, but in no event less than \$724,788.55.
- 3.8 Jogan Health is liable for all damages suffered by Wright Security.
- 3.9 Jogan Health is further liable for pre-judgment interest on the balance owed at the rate of 10% per annum.
- 3.10 Jogan Health is further liable for all attorneys' fees and costs incurred by Wright Security to collect on the balance owed or to enforce the terms of the contract.

### **IV. SECOND CAUSE OF ACTION – PROMISSORY ESTOPPEL**

- 4.1 All previous paragraphs are incorporated by reference herein.

4.2 Jogan Health and Wright Security had an agreement whereby Wright Security was to provide security services at COVID-19 testing locations, and Jogan Health was to pay for such services.

4.3 Jogan Health represented to Wright Security that it would pay Wright Security for such services.

4.4 In reliance upon Jogan Health's promise to pay for these services, Wright Security provided the security services requested by Jogan Health.

4.5 Jogan Health has failed to pay for the services it requested and which were rendered by Wright Security.

4.6 Jogan Health has received and wrongfully accepted the benefit of Wright Security's services without paying Wright Security.

4.7 As a result of Jogan Health's actions, Wright Security has suffered damages in an amount to be fully proven at trial, but in no event less than \$724,788.55.

## **V. THIRD CAUSE OF ACTION – UNJUST ENRICHMENT**

5.1 All previous paragraphs are incorporated by reference herein.

5.2 Jogan Health asked Wright Security to provide security services at COVID-19 testing locations, and Jogan Health represented it would pay Wright Security for such services.

5.3 It was represented to Wright Security that Jogan Health had an agreement with the Oregon Health Authority to staff COVID-19 testing locations, including with security services.

5.4 Jogan Health represented that it would be paid by the Oregon Health Authority under this agreement.

5.5 Wright Security provided the security services.

5.6 Jogan Health has failed to pay for the services it requested and which were rendered by Wright Security.

5.7 As a result of Jogan Health's actions Wright Security has suffered damages in an amount to be fully proven at trial, but in no event less than \$724,788.55.

5.8 Upon information and belief, Jogan Health has been paid or stands to be paid by the Oregon Health Authority, and has accepted funds from the Oregon Health Authority based, in part, on the services rendered by Wright Security. Jogan Health's retention of these funds without paying Wright Security is wrongful, inequitable, and unjust.

## **VI. REQUEST FOR RELIEF**

Based on the foregoing, Wright Security requests the following relief against Jogan Health:

1. Entry of judgment in favor of Wright Security and against Jogan Health in an amount to be proven at trial, but no less than \$724,788.55;
2. An award of pre-judgment and post-judgment interest in favor of Wright Security at the maximum rate allowed by law;
3. An award to Wright Security of its attorneys' fees and costs to the extent allowed by contract or statute; and
4. Such additional relief as necessitated by justice.

DATED this 14<sup>th</sup> day of September, 2022.

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